

STATE OF INDIANA)
COUNTY OF MARION) SS:

IN THE MARION CIRCUIT COURT
AVC NO. 91 AVC 121

IN RE: JUDITH A. MANAVEL,
individually and as
president of Sanky
Perlowin Associates,
Inc.; and

SANKY PERLOWIN
ASSOCIATES, INC.,
a New York
Corporation,

Respondents.

FILED

JAN 02 1992

Faye L. Mowery
CLERK

ASSURANCE OF VOLUNTARY COMPLIANCE

Comes now the State of Indiana, by Linley E. Pearson, Attorney General of Indiana, and Deniece Rogers Safewright, Deputy Attorney General, and the Respondents, Judith A. Maneval, individually and as president of Sanky Perlowin Associates, Inc.; and Sanky Perlowin Associates, Inc., a New York corporation, and pursuant to IC 24-5-0.5-7(a) and IC 23-7-8-9 hereby enter into an Assurance of Voluntary Compliance (Assurance).

It is acknowledged that violations of this Assurance constitute prima facie evidence of violations of IC 23-7-8-1 et seq., the Professional Fundraiser Consultant and Solicitor Registration Act, and IC 24-5-0.5-1 et seq., the Deceptive Consumer Sales Act.

This Assurance is entered into without any adjudication of any issue of fact or law herein, and upon consent of the parties hereto.

It is hereby agreed that:

1. Respondent, Judith A. Maneval, is an individual who resides at 464 East Boston Post Road, Mamaroneck, New York 10543, is the president of Sanky Perlowin Associates, Inc., and has done business in Indiana.

2. Respondent, Sanky Perlowin Associates, Inc., is a New York corporation, has its principal place of business at 1501 Broadway, Suite 610, New York, New York 10036, and has done business in Indiana.

3. Respondents acknowledge and admit their responsibility and liability for acts, practices, and methods employed by themselves, their employees, agents, and representatives in all aspects, whether expressed or implied, involving the solicitation of charitable contributions, including those solicited by or through the sale of products and services related to the Respondents' business.

4. Respondents agree and consent that, pursuant to IC 24-5-0.5-3(a), in charitable soliciting and/or consulting, Respondents agree to refrain from, and shall not make, cause to be made, or permit to be made, either expressly or by inference, any misrepresentation, either orally or in writing, regarding sponsorship, approval, characteristics, uses, benefits, or affiliation in a solicitation or consultation.

5. Respondents agree and consent that, pursuant to IC 23-7-8-2(d), Respondents will not act as a Professional Fundraiser Consultant until such time as Respondents have entered into a written contract with the organization and filed this contract with the division. The contract must identify the services that the professional fundraiser consultant is to provide, including whether the professional fundraiser consultant will at any time have custody of contributions. Respondents agree to submit a properly executed consultant notice filing and a copy of the contract to the division prior to acting as a consultant for each charitable organization with whom Respondents contract in Indiana.

6. Respondents agree and consent that, pursuant to IC 23-7-8-2(f), Respondents will not act as a Professional Fundraiser Solicitor until Respondents complete a properly executed Solicitor Notice Filing, and file such solicitation notice with the division. The solicitation notice must include the following:

(a) A copy of the contract required by IC 23-7-8-2(e);

(b) The projected dates when soliciting will begin and end;

(c) The location and telephone number from where solicitation will be conducted; and

(d) The name and residence address of each person responsible for directing and supervising the conduct of the campaign.

7. Respondents agree and consent that Respondents will not make charitable solicitations and consultations unless they are based on written contracts as described in IC 23-7-8-2(d) and IC 23-7-8-2(e).

8. Respondents agree and consent that, pursuant to IC 23-7-8-4(a) and (c), Respondents will not act as professional fundraiser solicitors or consultants until such time as Respondents register with the Division, renew said registration on or before July 2 of each year that Respondents desire to do business in Indiana, and pay the annual registration fees.

9. Respondents acknowledge that, pursuant to IC 23-7-8-5, Respondents shall keep and maintain accurate fiscal records relating to their professional fundraising activities for at least three years after the end of the registration period to which the records relate.

10. Respondents agree and consent that, pursuant to IC 23-7-8-6, Respondents will not make charitable solicitations unless Respondents disclose at the time of solicitation and prior to the time each donor agrees to make a contribution, the following information:

(a) The name of the charitable organization that is being represented;

(b) the fact that the person soliciting the contribution is, or is employed by, a professional solicitor; and

(c) the fact that the professional solicitor is compensated.

Respondents further acknowledge that they will mail a written confirmation that clearly and conspicuously makes the foregoing disclosures to each donor within ten (10) days after the solicitation.

11. Respondents agree and consent that, pursuant to IC 23-7-8-7, Respondents, in soliciting charitable contributions, will not:

(a) Use the fact of registration as an endorsement by the State;

(b) Use the name "police", "law enforcement", "trooper", "rescue squad", "firemen", or "firefighter" unless a bona fide police, law enforcement, rescue squad, or fire department authorizes its use in writing;

(c) Misrepresent to anyone that the contribution will be used for a charitable purpose if the person has reason to believe the contribution will not be used for a charitable purpose;

(d) Misrepresent to anyone that another person endorses the solicitation unless that person has consented in writing to the use of the person's name for the purpose of endorsing the solicitation;

(e) Misrepresent to anyone that the contribution is solicited on behalf of anyone other than the charitable organization that authorized the solicitation; or

(f) Represent that tickets to events will be donated for use by another, unless the following requirements have been met:

(1) The paid solicitor has commitments, in writing, from charitable organizations stating that they will accept donated tickets and specifying the number of tickets they are willing to accept.

(2) No more contributions for donated tickets are solicited than the number of ticket commitments received from charitable organizations.

12. Respondents agree to reimburse the Consumer Protection Division of the Office of the Attorney General for its reasonable costs of investigation in the amount of three hundred fifty dollars (\$350.00), payable to the State of Indiana upon execution of this Assurance and the return thereof to the Office of the Attorney General.

13. Respondents agree to cooperate fully with the Office of the Attorney General in the resolution of any future written complaints received by the Consumer Protection Division.

14. The filing of this Assurance in an appropriate court is required by IC 24-5-0.5-7. The parties agree that this Assurance is to be filed with the Clerk of the Circuit Court of Marion County. Such filing is to be performed by the Attorney General.


IN WITNESS WHEREOF, Judith A. Maneval has signed this document on behalf of herself and on behalf of Sanky Perlowin Associates, Inc., both of whom agree to the faithful performance

of this Assurance of Voluntary Compliance, and Deniece Rogers Safewright, Deputy Attorney General, has signed this document on behalf of the State of Indiana.

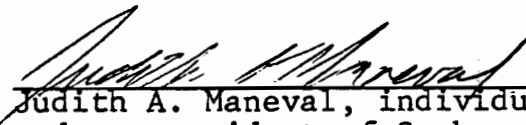
STATE OF INDIANA

LINLEY E. PEARSON
Attorney General of Indiana

By:



Deniece Rogers Safewright
Deputy Attorney General
Office of Attorney General
219 State House
Indianapolis, IN 46204-2794
Telephone: (317) 232-3442
Attorney No. 0011657-49-A
DRS/MPC/nck:5505P

RESPONDENTS


Judith A. Maneval, individually
and as president of Sanky
Perlowin Associates, Inc.

SANKY PERLOWIN ASSOCIATES, INC.

By:

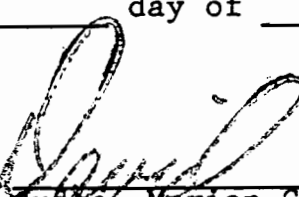

Judith A. Maneval,
President

1991.

ORDERED AND APPROVED this

day of

JAN 02 1992


Judge, Marion Circuit Court

JUDGE PRO TEMPORE